

# destek

<http://www.destek.net>

Corporate Wide Area  
Networking

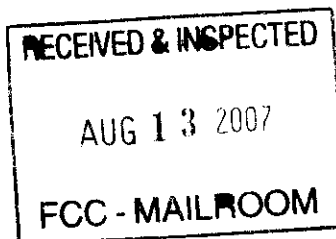
Business Internet Access

Virtual Internet Hosting

Consulting

August 10, 2007

CC: 02-6



Ms. Marlene H. Dortch  
FCC  
Office of the Secretary  
9300 East Hampton Drive  
Capital Heights, MD 20743

RE: Appeal of Funding Disbursement Requirement

Dear Ms. Dortch:

I have been advised by the USAC Ombudsman, Mr. Spiller, that my appeal should be directed to you rather than to USAC. I am asking that my company be allowed to encumber the discount reimbursement we have received for one of our school customers, Tilton School, BEN 3449.

The school has reneged on their contractual obligations for the 2007-08 school year and is liable for damages in the amount of \$9,000, the same amount as their funding reimbursement check for funding year 2006-07.

Our company faithfully served Tilton School for seven years and guided them in the recovery of nearly \$70,000 of their Internet access costs through E-rate. Because the SLD faulted Tilton with violations of program rules and demanded repayment of the school's refund for funding year 2003, Tilton decided to walk out on their contract, leaving us responsible for contract termination charges with Verizon.

Our company had no part in the school's violation of program rules and believes that we could have helped mitigate the SLD's misunderstanding about the application of services we had delivered. Fortunately, after helping nearly one hundred New Hampshire Schools successfully file for funding over the past, we have never been in this sort of situation before.

To help further clarify our predicament, I have enclosed copies of Tilton's Form 471 for funding year 2006-07 and 2007-08. In both cases the school certified that they did indeed have a binding contract with our company. I have also enclosed a copy of that contract and a Demand Letter that they have ignored.

We are a small company (four employees) devoted to helping schools. For twelve years we have helped many of them build their networks and apply for funding. We have always followed the rules and now we ask that this one rule be waived to allow us to hold back the money that we are entitled to.

Sincerely,

Brian Susnock  
President  
The Destek Group, Inc.  
SPIN 143004379

The Destek Group  
One Indian Head Plaza  
Nashua, NH 03060

603.594.9630

800.656.9547

FAX: 603.598.8864

[inquire@destek.net](mailto:inquire@destek.net)

RECEIVED 08/13/07

AUG 13 2007

NO. OF COPIES REC'D

No. of Copies rec'd 0 + 1  
LIST A B C D E

Encl: Tilton Form 471 (06-07&07/08), 06/07 Contract, Demand Letter

**Schools and Libraries Universal Service**  
**Description of Services Ordered and Certification Form 471**  
**Estimated Average Burden Hours per Response: 4 hours**

This form asks schools and libraries to list the eligible telecommunications-related services they have ordered and estimate the annual charges for them so that the Fund Administrator can set aside sufficient support to reimburse providers for services.

**Please read instructions before beginning this application. (You can also file online at [www.sl.universalservice.org](http://www.sl.universalservice.org).)**

**The instructions include information on the deadlines for filing this application.**

**Applicant's Form Identifier**

(Create your own code to identify THIS form 471) 0607-471-1

**Form 471 Application#**

(To be assigned by administrator) 533350

**Block 1: Billed Entity Information** (The "Billed Entity" is the entity paying the bills for the service listed on this form.)

<b>1 a</b>	Name of Billed Entity	TILTON SCHOOL	
<b>2 a</b>	Funding Year: July 1, 2006 Through June 30, 2007	Billed Entity Number: 3449	
<b>4 a</b>	Street Address, P.O. Box, or Routing Number	30 SCHOOL ST	
	City	TILTON	
	State	NH	Zip Code 03276 5750
<b>5 a</b>	Type of Application	<input checked="" type="checkbox"/> Individual School (individual public or non-public school) <input type="checkbox"/> School District (LEA; public or non-public [e.g. diocesan] local district representing multiple schools) <input type="checkbox"/> Library (including library system, library outlet/branch or library consortium as defined under LSTA) <input type="checkbox"/> Consortium <input type="checkbox"/> Check here if any members of this consortium are ineligible or non-governmental entities	
<b>6</b>	Contact Person's Name	John Pittman	

First, if the Contact Person's Street Address is the same as in Item 4, check this box. ☒ If not, please complete the entries for the Street Address below.

<b>b</b>	Street Address, P.O. Box, or Routing Number	30 SCHOOL ST	
	City	TILTON	
	State	NH	Zip Code 03276 5750

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FCC Form 471 - November 2004

Entity Number	<u>3449</u>	Applicant's Form Identifier	<u>0607-471-1</u>
Contact Person	<u>John Pittman</u>	Phone Number	<u>603-286-1779</u>

This information will facilitate the processing of your applications. Please complete all rows that apply to services for which you are requesting discounts. Complete this information on the FIRST Form 471 you file, to encompass this and all other Forms 471 you will file for this funding year. You need not complete this information on subsequent Forms 471. Provide your best estimates for the services ordered across ALL of your Forms 471.

**Schools/school districts complete Item 7. Libraries complete Item 8. Consortia complete Item 7 and/or Item 8.**

**Block 2: Impact of Services Ordered on Schools**

**IF THIS APPLICATION INCLUDES SCHOOLS...**

**BEFORE ORDER AFTER ORDER**

<b>7a</b>	Number of students to be served		225
<b>b</b>	Telephone service: Number of classrooms with phone service	100	100
<b>c</b>	Dial-up Internet access: Number of connections (up to 56kbps)	0	0
<b>d</b>	Direct broadband services: Number of buildings served at the following speeds:		
	Less than 10 mbps	0	0
	Between 10 mbps and 200 mbps	2	2
	Greater than 200 mbps	10	10

e Direct connections to the Internet: Number of drops	480	480
f Number of classrooms with Internet access	32	32
g Number of computers or other devices with Internet access	170	170

**Block 3: Impact of Services Ordered on Libraries**

**NOT APPLICABLE AS THIS APPLICATION IS FOR SCHOOL**

**Worksheet A No:** 810441

**Student Count:** 211

**Weighted Product (Sum. Column 8):** 105.5

**Shared  
Discount:**  
N/A

1. **School Name:** TILTON SCHOOL  
2. **Entity Number:** 3449      **NCES:** NH 0085 2113  
3. **Rural/Urban:** Rural  
4. **Student Count:** 211      5. **NSLP Students:** 8      6. **NSLP Students/Students:** 3.791%  
7. **Discount:** 50%      8. **Weighted Product:** 105.5  
9. **Pre-K/Adult Ed/Juv:** N      10. **Alt Disc Mech:** N

**Block 5: Discount Funding Request(s)**

**FRN:** 1475398      **FCDL Date:** 05/16/2006

10. **Original FRN:**  
11. **Category of Service:** Telecommunications Service  
12. **470 Application Number:** 595050000578815  
13. **SPIN:** 143016242      14. **Service Provider Name:** PAETEC Communications, Inc  
15a. **Non-Contracted  
tariffed/Month to Month  
Service:** Y      15b. **Contract Number:** MTM  
15c. **Covered under State  
Master Contract:**      15d. **FRN from Previous Year:**  
16a. **Billing Account Number:** 6032864342      16b. **Multiple Billing Account Numbers?:**  
17. **Allowable Contract Date:** 02/14/2006      18. **Contract Award Date:**  
19a. **Service Start Date:** 07/01/2006      19b. **Service End Date:** 06/30/2007  
20. **Contract Expiration Date:**  
21. **Attachment #:** P-1      22. **Block 4 Entity Number:** 3449  
23a. **Monthly Charges:** \$1,588.64      23b. **Ineligible monthly amt.:** \$.00  
23c. **Eligible monthly amt.:** \$1,588.64      23d. **Number of months of service:** 12  
23e. **Annual pre-discount amount for eligible recurring charges ( 23c x 23d):** \$19,063.68  
23f. **Annual non-recurring (one-time) charges:** 0      23g. **Ineligible non-recurring amt.:** 0  
23h. **Annual pre-discount amount for eligible non-recurring charges ( 23f - 23g):** \$0.00  
23i. **Total program year pre-discount amount ( 23e + 23h):** \$19,063.68  
23j. **% discount (from Block 4):** 50  
23k. **Funding Commitment Request ( 23i x 23j):** \$9,531.84

**FRN:** 1476063      **FCDL Date:** 05/16/2006

10. **Original FRN:**  
11. **Category of Service:** Internet Access  
12. **470 Application Number:** 595050000578815  
13. **SPIN:** 143004379      14. **Service Provider Name:** The Destek Group, Inc.  
15a. **Non-Contracted  
tariffed/Month to Month  
Service:**      15b. **Contract Number:** N/A

15c. Covered under State Master Contract: 15d. FRN from Previous Year:  
 16a. Billing Account Number: N/A 16b. Multiple Billing Account Numbers?:  
 17. Allowable Contract Date: 02/14/2006 18. Contract Award Date: 02/16/2006  
 19a. Service Start Date: 07/01/2006 19b. Service End Date:  
 20. Contract Expiration Date: 06/30/2007  
 21. Attachment #: D-1 22. Block 4 Entity Number: 3449  
 23a. Monthly Charges: \$1,500.00 23b. Ineligible monthly amt.: \$0.00  
 23c. Eligible monthly amt.: \$1,500.00 23d. Number of months of service: 12  
 23e. Annual pre-discount amount for eligible recurring charges ( 23c x 23d): \$18,000.00  
 23f. Annual non-recurring (one-time) charges: 0 23g. Ineligible non-recurring amt.: 0  
 23h. Annual pre-discount amount for eligible non-recurring charges ( 23f - 23g): \$0.00  
 23i. Total program year pre-discount amount ( 23e + 23h): \$18,000.00  
 23j. % discount (from Block 4): 50  
 23k. Funding Commitment Request ( 23i x 23j): \$9,000.00

FRN: 1476316 FCDL Date: 05/16/2006

10. Original FRN:  
 11. Category of Service: Telecommunications Service 12. 470 Application Number: 595050000578815  
 13. SPIN: 143000677 14. Service Provider Name: Verizon Wireless  
 15a. Non-Contracted tariffed/Month to Month Service: Y 15b. Contract Number: MTM  
 15c. Covered under State Master Contract: 15d. FRN from Previous Year:  
 16a. Billing Account Number: 107779059 16b. Multiple Billing Account Numbers?:  
 17. Allowable Contract Date: 02/14/2006 18. Contract Award Date:  
 19a. Service Start Date: 07/01/2006 19b. Service End Date: 06/30/2007  
 20. Contract Expiration Date:  
 21. Attachment #: V-1 22. Block 4 Entity Number: 3449  
 23a. Monthly Charges: \$600.81 23b. Ineligible monthly amt.: \$0.00  
 23c. Eligible monthly amt.: \$600.81 23d. Number of months of service: 12  
 23e. Annual pre-discount amount for eligible recurring charges ( 23c x 23d): \$7,209.72  
 23f. Annual non-recurring (one-time) charges: 0 23g. Ineligible non-recurring amt.: 0  
 23h. Annual pre-discount amount for eligible non-recurring charges ( 23f - 23g): \$0.00  
 23i. Total program year pre-discount amount ( 23e + 23h): \$7,209.72  
 23j. % discount (from Block 4): 50  
 23k. Funding Commitment Request ( 23i x 23j): \$3,604.86

#### Block 6: Certifications and Signature

Application ID: 533350

Do not write in this area.

Entity Number 3449  
 Contact Person John Pittman

Applicant's Form Identifier 0607-471-1  
 Phone Number 603-286-1779

Block 6: Certifications and Signature

24. ☒ I certify that the entities listed in Block 4 of this application are eligible for support because they are: (check one or both)
- a. ☒ schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C. Secs. 7801(18) and (38)**, that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
- b. ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools including, but not limited to elementary, secondary schools, colleges, or universities

25. ☒ I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed in this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

a.	Total funding year pre-discount amount on this Form 471 (Add the entities from Item 23I on all Block 5 Discount Funding Requests.)	\$44,273.40
b.	Total funding commitment request amount on this Form 471 (Add the entities from Items 23K on all Block 5 Discount Funding Requests.)	\$22,136.70
c.	Total applicant non-discount share (Subtract Item 25b from Item 25a.)	\$22,136.70
d.	Total budgeted amount allocated to resources not eligible for E-rate support	\$0.00
e.	Total amount necessary for the applicant to pay the non-discount share of the services requested on this application AND to secure access to the resources necessary to make effective use of the discounts. (Add Items 25c and 25d.)	\$22,136.70
f.	<input type="checkbox"/> Check this box if you are receiving any of the funds in Item 25e directly from a service provider listed on any Forms 471 filed by this Billed Entity for this funding year, or if a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds in Items 25e.	

26. ☒ I certify that all of the schools and libraries or library consortia listed in Block 4 of this application are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, and an SLD-certified technology plan approver, prior to the commencement of service. The plans are written at the following level(s):
- a. ☐ an individual technology plan for using the services requested in this application; and/or
- b. ☒ higher-level technology plan(s) for using the services requested in this application; or
- c. ☐ no technology plan needed; applying for basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only.
27. ☒ I certify that I posted my Form 470 and (if applicable) made my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology plan goals.



28. ☒ I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.
29. ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec. 54.500(k). Additionally, I certify that the Billed Entity has not received anything of value or a promise of anything of value, other than services and equipment requested under this form, from the service provider(s) or any representative or agent thereof or any consultant in connection with this request for services.
30. ☒ I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts covering all of the services listed on this Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
31. ☒ I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.
32. ☒ I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

33. ☒ I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of this program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or imprisonment under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under the Title 18 of the United States Code, 18 U.S.C. Sec. 1001 and civil violations of the False Claims Act.
34. ☒ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.
35. ☒ I certify that if any of the Funding Requests on this Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the cost of the contract to eligible and ineligible companies as required by the Commission's rules at 47 C.F.R. Sec. 54.504(g)(1)(2).
36. ☒ I certify that this funding request does not constitute a request for internal connections services, except basic maintenance services, in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years beginning with Funding Year 2005 as required by the Commission's rules at 47 C.F.R. Sec. 54.506(c).
37. ☒ I certify that the non-discounted portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services features on this Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, or free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

38. Signature of authorized person 2/16/06 39. Signature Date

**The Americans with Disabilities Act, the Individuals with Disabilities Education Act and the Rehabilitation Act may impose obligations on entities to make the services purchased with these discounts accessible to and usable by people with disabilities.**

**NOTICE:** Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public.

If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq. Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:

SLD-Form 471  
P.O. Box 7026  
Lawrence, Kansas 66044-7026

For express delivery services or U.S. Postal Service, Return Receipt Requested,  
mail this form to:

SLD Forms  
ATTN: SLD Form 471  
3833 Greenway Drive  
Lawrence, Kansas 66046  
(888) 203-8100



« Previous

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**The Destek Group, Inc.**  
**Educational Internet Access and Related Networking Services**  
**Agreement and Terms**

This Agreement is made this 16<sup>th</sup> day of January, 2006, between The Destek Group, Inc., a Delaware corporation having its principal place of business at One Indian Head Plaza, Nashua, New Hampshire, 03060 ("DESTEK") and the Tilton School, ("CUSTOMER") located at 30 School Street, Tilton, NH, 03276

In consideration of CUSTOMER retaining DESTEK to provide:

- One (1) T1 Frame Relay Circuit:
  - Providing Internet Access to the Tilton School

**1. SERVICES**

CUSTOMER hereby retains DESTEK and DESTEK hereby agrees to provide services specified in Exhibit A.

Any service not specified in Exhibit A is hereby excluded under this Agreement. Additional services may be offered as available and billed separately. All work performed beyond the scope of this agreement will be billed separately as Consulting Support. DESTEK reserves the right to change network providers or otherwise provide substitute services of equal or greater value at any time.

**2. FEES AND CHARGES**

The following fees and charges shall apply:

- a) CUSTOMER agrees to pay the monthly or service charges set forth on Exhibit A.
- b) Consulting support for services beyond the scope of this agreement are billable at \$150.00 per hour.
- c) DESTEK shall provide detailed invoices and shall maintain, and provide, upon request, backup documentation for a period of one year from the date of the respective invoices. CUSTOMER shall make full payment for services within fifteen (15) days of invoice. In the event that CUSTOMER fails to make any payment when such payment is due, DESTEK may, in addition to any rights and remedies it may have, terminate service and support. If DESTEK brings a legal action to collect any sums due under this Agreement, DESTEK shall be entitled to collect, in addition to all damages, its costs of collection, including reasonable attorney's fees.
- d) Destek agrees to apply all cost reductions and/or discounts, that are brought about by the Snowe-Rockefeller-Exon-Kerrey (SREK) Amendment to the Telecommunications Act of 1996, and are qualified for by the school or SAU during the term of this agreement.

**3. TERM, LIQUIDATED DAMAGES**

This Agreement shall commence on 7/1/06 and remain in effect for a minimum period of one (1) year. The term may be extended automatically for up to two (2) successive one (1) year periods. Sixty days (60) prior to the expiration of each one (1) year term, the parties may renegotiate the terms and fees for any renewal term (if any).

CUSTOMER understands that there is a Termination Penalty equal to 50% of the applicable remaining fees and charges which CUSTOMER would have paid in the remainder of the contract term. The Termination Penalty will include the remaining balance of costs not yet paid for any Hardware and Software system components.

**4. WARRANTIES**

DESTEK represents and warrants to CUSTOMER that (i) it has the experience and ability to perform the services required by this Agreement; (ii) it will perform said services in a professional, competent and timely manner; (iii) it has the power to enter into and perform this Agreement; and (iv) performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state or municipal laws.



EXCEPT FOR THE ABOVE LIMITED EXPRESS WARRANTIES, DESTEK MAKES NO OTHER REPRESENTATION, AGREEMENT, GUARANTIES OR WARRANTY, EXPRESS OR IMPLIED, OR INFERABLE FROM THE COURSE OF DEALING OR USAGE OF TRADE EXTENDING BEYOND THE DESCRIPTION OF THE PRODUCTS AND/OR SERVICES FURNISHED HEREUNDER.

DESTEK MAKES NO REPRESENTATION OR WARRANTY THAT THE EITHER THE INTERNET SERVICES OR THE USE OF THE INTERNET SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES DESTEK MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE INTERNET SITE OR SERVICES OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION OR SERVICE PROVIDED BY DESTEK.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT DESTEK'S SOLE OBLIGATION, AND CUSTOMER'S SOLE REMEDY UNDER THIS WARRANTY, IS LIMITED TO CORRECTING ANY DEFECTS IN ORIGINAL SERVICES RENDERED TO CUSTOMER AND/OR REPAIRING OR REPLACING ANY RELATED PRODUCTS ORIGINALLY DELIVERED HEREUNDER OR ANY PORTION OF SUCH SERVICES AND RELATED PRODUCTS. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### 5. INDEPENDENT CONTRACTOR

Both DESTEK and CUSTOMER acknowledge that the services rendered under this Agreement shall be solely as independent contractors. Neither DESTEK nor CUSTOMER shall enter into any contract or commitment on behalf of the other party. CUSTOMER further acknowledges that it is not considered an affiliate of or subsidiary of DESTEK, and is not entitled to any DESTEK employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

#### 6. CONFIDENTIALITY

Both parties recognize and acknowledge that this Agreement creates a confidential relationship between DESTEK and CUSTOMER and that information concerning the other party's business affairs, customers, vendors, finances, pricing methods, properties, methods of operation, computer programs, and documentation, services and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning either party is hereinafter collectively referred to as "Confidential Information." Each party agrees that, except as directed by the other party, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person or entity unless presented with proper papers from an authorized court. Each party further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.

#### 7. LIMITATION OF LIABILITY

CUSTOMER AGREES TO INDEMNIFY AND HOLD DESTEK AND ITS STOCKHOLDERS, DIRECTORS, ADMINISTRATORS, OFFICERS, EMPLOYEES AND THIRD-PARTY SERVICE PROVIDERS HARMLESS AGAINST ANY CLAIMS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM CUSTOMER'S USE OF DESTEK SERVICES, THE INTERNET OR A VIOLATION OF THIS AGREEMENT. In particular, CUSTOMER acknowledges that CUSTOMER has full civil and criminal responsibility for the content of the Internet site and each message or file posted by CUSTOMER or its users. In the event that the CUSTOMER publishes any information or posts any message(s) or file(s) on the Internet site, or to public or private conference forums and/or through private electronic mail, that may be in violation of the laws of the State of New Hampshire or of the United States or other countries, CUSTOMER agrees that DESTEK may remove such information, message(s) or file(s), and such conduct shall constitute grounds for DESTEK terminating its services hereunder.

EXCEPT FOR CUSTOMER'S INDEMNITY SPECIFIED ABOVE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR THE SERVICES AND/OR PRODUCTS FURNISHED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, DAMAGES INCURRED BY CUSTOMER

RESULTING FROM LOSS OF DATA, OR LOSSES DUE TO DELAYS OR INTERRUPTION IN SERVICE, REGARDLESS OF THE CAUSE.

#### 8. FORCE MAJEURE

Neither party shall be considered in default of its obligations hereunder (except payment of money, which shall not be excused) if performance of such obligations is prevented or delayed by acts of God, Verizon or government, wars, riots, acts of civil disorder, labor disputes, or such other causes as are beyond such party's control.

#### 9. EXPORT CONTROL

The U.S. export control laws, and their implementing regulations, regulate the export and re-export of technology originating in the United States. This includes the electronic transmission of certain information and software to foreign countries and to certain foreign nationals. CUSTOMER agrees to abide by these laws, and not to access and/or transfer, by electronic transmission or otherwise, any such content derived from DESTEK's services or the Internet site to either a foreign national or a foreign destination without first obtaining any required government authorization. CUSTOMER further agrees not to upload to the Internet site any data or software that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software.

#### 10. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect.

#### 11. ENTIRE AGREEMENT AND NOTICES

This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this Agreement shall be sufficient if it is in writing and is sent by certified or registered mail to the addresses specified above.

#### 12. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of New Hampshire, excluding its choice of laws provisions.

#### 13. GENERAL

(a) This is the entire agreement between the parties and supersedes all prior correspondence or understandings between the parties regarding the terms hereof.

(b) In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of this Agreement shall remain in full force and effect. The paragraph headings herein are provided only for reference and shall have no effect on the construction or interpretation of this Agreement.

(c) The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement.

(d) If any action is commenced to interpret this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other costs and expenses incurred in that action or proceeding in addition to any other relief to which it may be entitled.

IN WITNESS WHEREOF, the authorized representatives of CUSTOMER and DESTEK, have duly executed this Agreement as of the day and year first above written.

THE DESTEK GROUP, INC.

Tilton School District

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Brian E. Susnock

Name: John Pittman

Title: President & COO

Title: Director of Technology

Date: February 16, 2006

Date: February 16, 2006

## EXHIBIT A SERVICES

### Educational T1 Frame Relay Circuit and Internet Access Services Agreement and Terms

CUSTOMER hereby requests that DESTEK furnish **one (1) T1 Frame Relay Circuit and Internet Access Services**, ("ACCESS SERVICE") for a one (1) year period commencing 7/1/06.

1. DESTEK shall furnish Educational – T1 Frame Relay Internet Access and Network Services to the Tilton School including:
  - Full Internet Packet Routing (BGP4)
  - Primary and Secondary Domain Name Services (DNS)
  - SMTP store-and-forward services
  - A reasonably justified number of IP addresses (for the duration of this agreement)
  - 24 x 7 Trouble Repair Service
  - T1 Frame Relay Circuit
2. DESTEK shall furnish ACCESS SERVICE in accordance with and subject to DESTEK's Standard Terms and Conditions, which are hereby incorporated into and made part of this Agreement by reference. If anything contained herein is construed to be in conflict with said Terms and Conditions, the provisions of this Agreement shall be controlling.

#### Costs for T1 Frame Relay Internet Access

Quantity	Description	Start-Up	Monthly	Annual Cost
1	Internet Access via T1 Frame Relay Circuit	N/A	\$ 1,500.00	\$ 18,000.00

3. CUSTOMER hereby agrees to the following Service two payment option:
  - One (1) year contract period with bi-annual payments of \$ 9,000.00, due on 7/1/06 and 1/1/07.
4. In the event that CUSTOMER fails to make any payment when such payment is due, DESTEK may, in addition to any rights and remedies it may have, terminate service and support. If the CUSTOMER elects, at some later date, to restore service, DESTEK may charge a "Restoration Fee" of \$500.00, payable in advance, in addition to requiring payment of all past due charges. DESTEK shall, upon receipt of said Restoration Fee and all other monies which are due, restore CUSTOMER 's service within thirty (30) days.
5. This Agreement applies only to Service provided as set forth in paragraph 1 of Exhibit A. Other services furnished by DESTEK to the CUSTOMER are not covered in this Agreement.

Initial      Initial  
2/16/06

**Schools and Libraries Universal Service  
Description of Services Ordered and Certification Form 471**

Estimated Average Burden Hours per Response: 4 hours

This form asks schools and libraries to list the eligible telecommunications-related services they have ordered and estimate the annual charges for them so that the Fund Administrator can set aside sufficient support to reimburse providers for services.

Please read instructions before beginning this application. (You can also file online at [www.sl.universalservice.org](http://www.sl.universalservice.org).)

The instructions include information on the deadlines for filing this application.

**Applicant's Form Identifier**

(Create your own code to identify THIS form 471) TS471-0708

**Form 471 Application#**

(To be assigned by administrator) 549628

**Block 1: Billed Entity Information** (The "Billed Entity" is the entity paying the bills for the service listed on this form.)

1 a Name of Billed Entity TILTON SCHOOL

2 a Funding Year: July 1, 2007 Through June 30: 2008 Billed Entity Number: 3449

4 a Street Address, P.O. Box, or Routing Number 30 SCHOOL ST

City TILTON

State NH Zip Code 03276 5750

5 a Type of Application ☒ Individual School (individual public or non-public school)  
☐ School District (LEA; public or non-public [e.g. diocesan] local district representing multiple schools)  
☐ Library (including library system, library outlet/branch or library consortium as defined under LSTA)  
☐ Consortium ☐ Check here if any members of this consortium are ineligible or non-governmental entities

6 Contact Person's Name Gaile Loomis

First, if the Contact Person's Street Address is the same as in Item 4, check this box. ☒ If not, please complete the entries for the Street Address below.

b Street Address, P.O. Box, or Routing Number 30 SCHOOL ST

City TILTON

State NH Zip Code 03276 5750



Entity Number 3449 Applicant's Form Identifier TS471-0708  
 Contact Person Gaile Loomis Phone Number 603-286-4342

This information will facilitate the processing of your applications. Please complete all rows that apply to services for which you are requesting discounts. Complete this information on the FIRST Form 471 you file, to encompass this and all other Forms 471 you will file for this funding year. You need not complete this information on subsequent Forms 471. Provide your best estimates for the services ordered across ALL of your Forms 471.

Schools/school districts complete Item 7. Libraries complete Item 8. Consortia complete Item 7 and/or Item 8.

**Block 2: Impact of Services Ordered on Schools**

IF THIS APPLICATION INCLUDES SCHOOLS...	BEFORE ORDER	AFTER ORDER
7a Number of students to be served		233
b Telephone service: Number of classrooms with phone service	100	100
e Direct connections to the Internet: Number of drops	480	500
f Number of classrooms with Internet access	100	100
g Number of computers or other devices with Internet access	170	170

NOT APPLICABLE AS THIS APPLICATION IS FOR SCHOOL

Worksheet A No: 873039

Student Count: 233

Weighted Product (Sum. Column 8): 116.5

Shared  
Discount:  
N/A

1. School Name: TILTON SCHOOL
2. Entity Number: 3449 NCES: NH 0085 2113
3. Rural/Urban: Rural
4. Student Count: 233
5. NSLP Students: 8
6. NSLP Students/Students: 3.433%
7. Discount: 50%
8. Weighted Product: 116.5
9. Pre-K/Adult Ed/Juv:
10. Alt Disc Mech:

## Block 5: Discount Funding Request(s)

FRN: 1609289

FCDL Date:

10. Original FRN:

11. Category of Service:  
Telecommunications Service

12. 470 Application Number: 982790000621472

13. SPIN: 143016242

14. Service Provider Name: PAETEC Communications, Inc.

15a. Non-Contracted  
tariffed/Month to Month  
Service:

15b. Contract Number: MTM

15c. Covered under State  
Master Contract:

15d. FRN from Previous Year:

16a. Billing Account Number:  
60328643423

16b. Multiple Billing Account Numbers?:

17. Allowable Contract Date:  
02/07/2007

18. Contract Award Date:

19a. Service Start Date:  
07/01/2007

19b. Service End Date: 06/30/2008

20. Contract Expiration Date:

21. Attachment #:

22. Block 4 Entity Number: 3449

23a. Monthly Charges:  
\$1,580.00

23b. Ineligible monthly amt.: \$0.00

23c. Eligible monthly amt.:  
\$1,580.00

23d. Number of months of service: 12

23e. Annual pre-discount amount for eligible recurring charges ( 23c x 23d): \$18,960.00

23f. Annual non-recurring  
(one-time) charges: 0

23g. Ineligible non-recurring amt.: 0

23h. Annual pre-discount amount for eligible non-recurring charges ( 23f - 23g): \$0.00

23i. Total program year pre-discount amount ( 23e + 23h): \$18,960.00

23j. % discount (from Block 4): 50

23k. Funding Commitment Request ( 23i x 23j): \$9,480.00

FRN: 1609326

FCDL Date:

10. Original FRN:

11. Category of Service:  
Internet Access

12. 470 Application Number: 982790000621472

13. SPIN: 143004379

14. Service Provider Name: The Destek Group, Inc.

15a. Non-Contracted  
tariffed/Month to Month  
Service:

15b. Contract Number: N/A

15c. Covered under State  
Master Contract:

15d. FRN from Previous Year:

16a. Billing Account Number:

16b. Multiple Billing Account Numbers?:

17. Allowable Contract Date:  
02/07/2007

18. Contract Award Date: 02/08/2007

19a. Service Start Date:  
07/01/2007

19b. Service End Date:

20. Contract Expiration Date: 06/30/2008  
21. Attachment #: 22. Block 4 Entity Number: 3449  
23a. Monthly Charges: \$1,500.00 23b. Ineligible monthly amt.: \$0.00  
23c. Eligible monthly amt.: \$1,500.00 23d. Number of months of service: 12  
23e. Annual pre-discount amount for eligible recurring charges ( 23c x 23d): \$18,000.00  
23f. Annual non-recurring (one-time) charges: 0 23g. Ineligible non-recurring amt.: 0  
23h. Annual pre-discount amount for eligible non-recurring charges ( 23f - 23g): \$0.00  
23i. Total program year pre-discount amount ( 23e + 23h): \$18,000.00  
23j. % discount (from Block 4): 50  
23k. Funding Commitment Request ( 23i x 23j): \$9,000.00

FRN: 1609518 FCDL Date:

10. Original FRN:  
11. Category of Service: Telecommunications Service 12. 470 Application Number: 982790000621472  
13. SPIN: 143000677 14. Service Provider Name: Verizon Wireless  
15a. Non-Contracted tariffed/Month to Month Service: 15b. Contract Number: MTM  
15c. Covered under State Master Contract: 15d. FRN from Previous Year:  
16a. Billing Account Number: 107779059 16b. Multiple Billing Account Numbers?:  
17. Allowable Contract Date: 02/07/2007 18. Contract Award Date:  
19a. Service Start Date: 07/01/2007 19b. Service End Date: 06/30/2008  
20. Contract Expiration Date:  
21. Attachment #: 22. Block 4 Entity Number: 3449  
23a. Monthly Charges: \$850.00 23b. Ineligible monthly amt.: \$150.00  
23c. Eligible monthly amt.: \$700.00 23d. Number of months of service: 12  
23e. Annual pre-discount amount for eligible recurring charges ( 23c x 23d): \$8,400.00  
23f. Annual non-recurring (one-time) charges: 0 23g. Ineligible non-recurring amt.: 0  
23h. Annual pre-discount amount for eligible non-recurring charges ( 23f - 23g): \$0.00  
23i. Total program year pre-discount amount ( 23e + 23h): \$8,400.00  
23j. % discount (from Block 4): 50  
23k. Funding Commitment Request ( 23i x 23j): \$4,200.00

#### Block 6: Certifications and Signature

Application ID: 549628

Do not write in this area.

Entity Number	3449	Applicant's Form Identifier	TS471-0708
Contact Person	Gaile Loomis	Phone Number	603-286-4342

#### Block 6: Certifications and Signature

24. ☒ I certify that the entities listed in Block 4 of this application are eligible for support because they are: (check one or both)
- a. ☒ schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C. Secs. 7801(18) and (38)**, that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or

- b. ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools including, but not limited to elementary, secondary schools, colleges, or universities

25. ☒ I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed in this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

a.	Total funding year pre-discount amount on this Form 471 (Add the entities from Item 23I on all Block 5 Discount Funding Requests.)	\$45,360.00
b.	Total funding commitment request amount on this Form 471 (Add the entities from Items 23K on all Block 5 Discount Funding Requests.)	\$22,680.00
c.	Total applicant non-discount share (Subtract Item 25b from Item 25a.)	\$22,680.00
d.	Total budgeted amount allocated to resources not eligible for E-rate support	\$0.00
e.	Total amount necessary for the applicant to pay the non-discount share of the services requested on this application AND to secure access to the resources necessary to make effective use of the discounts. (Add Items 25c and 25d.)	\$22,680.00
f.	<input type="checkbox"/> Check this box if you are receiving any of the funds in Item 25e directly from a service provider listed on any Forms 471 filed by this Billed Entity for this funding year, or if a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds in Items 25e.	

26. ☒ I certify that all of the schools and libraries or library consortia listed in Block 4 of this application are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, and an SLD-certified technology plan approver, prior to the commencement of service. The plans are written at the following level(s):

- a. ☐ an individual technology plan for using the services requested in this application; and/or  
b. ☒ higher-level technology plan(s) for using the services requested in this application; or  
c. ☐ no technology plan needed; applying for basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only.

27. ☒ I certify that I posted my Form 470 and (if applicable) made my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology plan goals.



28. ☒ I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

29. ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec. 54.500(k). Additionally, I certify that the Billed Entity has not received anything of value or a promise of anything of value, other than services and equipment requested under this form, from the service provider(s) or any representative or agent thereof or any consultant in connection with this request for services.

30. ☒ I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts covering all of the services listed on this Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

31. ☒ I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

32. ☒ I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

33. ☒ I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of this program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under the Title 18 of the United States Code, 18 U.S.C. Sec. 1001 and civil violations of the False Claims Act.



34. ☒ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.
35. ☒ I certify that if any of the Funding Requests on this Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the cost of the contract to eligible and ineligible companies as required by the Commission's rules at 47 C.F.R. Sec. 54.504(g)(1),(2).
36. ☒ I certify that this funding request does not constitute a request for internal connections services, except basic maintenance services, in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years beginning with Funding Year 2005 as required by the Commission's rules at 47 C.F.R. Sec. 54.506(c).
37. ☒ I certify that the non-discounted portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services features on this Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the costs of the supported services.

38. Signature of authorized person

39. Signature Date 2/7/07

**The Americans with Disabilities Act, the Individuals with Disabilities Education Act and the Rehabilitation Act may impose obligations on entities to make the services purchased with these discounts accessible to and usable by people with disabilities.**

**NOTICE:** Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public.

If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

**Please submit this form to:**

**SLD-Form 471  
P.O. Box 7026  
Lawrence, Kansas 66044-7026**

**For express delivery services or U.S. Postal Service, Return Receipt Requested,  
mail this form to:**

**SLD Forms  
ATTN: SLD Form 471**

**3833 Greenway Drive  
Lawrence, Kansas 66046  
(888) 203-8100**



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Ms. Elizabeth A. Sheehan  
Director of Finance & Operations  
Tilton School  
30 School Street  
Tilton, NH 03276

By First Class Mail &  
Certified Delivery #:  
0006215000035914 9611

RE: **Contractual Obligation for School Year 2007-2008**

Dear Director Sheehan:

Kindly accept this correspondence as formal notification that The Destek Group, Inc., has retained this law firm with respect to matters pertaining to contractual obligations it asserts you have regarding the "Educational Internet and Related Networking Services Agreement".

As you are aware the Tilton School entered into an Agreement engaging the Destek Group, Inc., to furnish Educational – T1 Frame Relay Internet Access and Network Services on or about February 16, 2006. **(Please see Agreement Appended Hereto as Exhibit A)**. Additional evidence that the Tilton School had a valid contract with The Destek Group for the above cited services is clearly delineated in the Form 471 Application #:533350. **(Please see Schools and Libraries Universal Service Description of Services Ordered and Certification Form 471 Appended Hereto as Exhibit B)**. Upon review you will find that at Block 6, paragraph #30 of the Certification and Signature section, the Tilton School declared that, "There are signed contracts covering all of the services listed on this Form 471 except for those services provided under non-contract tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate enforcement authorities."

As reflected in Paragraph 3 of the Agreement between the parties the term of the contract could be automatically extended for up to two (2) successive

one (1) year terms. Clearly, the Tilton School exercised its option to renew the 2006 contract into the 2007-2008 school year when it submitted its 2007 Schools and Libraries Universal Service Description of Services Ordered and Certification Form 471. **(Please see Exhibit C appended hereto)**. Once again the Tilton School certified to the federal authorities that it had signed contracts covering the services listed. Acting in reliance upon the fact that the Tilton School acknowledged that it had a signed contract for the provision of internet services The Destek Group took the necessary steps in assuring that such services would be delivered in conformity with the contract between the parties for the 2007-2008 school year.

Your recent correspondence Dated June 26, 2007 wherein you assert that the Tilton School has no contractual relationship with The Destek Group, Inc., for the 2007-2008 school year is incorrect for the above cited reasons. Further, your admission that the Tilton School, "... has retracted any requested funding for internet services for next year through USAC.", is a clear indication that when the application was submitted a validly executed contract between the parties was in force for the forthcoming year. Your attempt to un-ring the bell at this point in time leaves The Destek Group in a position in which it will suffer financial damages as a result of your actions.

As outlined in paragraph 3 of the contract between the parties wherein the term and liquidated damages are provided for it is clearly stated that: "CUSTOMER understands that there is a Termination Penalty equal to 50% of the applicable remaining fees and charges which CUSTOMER would have paid in the remainder of the contract term." Clearly, The Destek Group, Inc., is entitled to liquidated damages in accordance with these terms.

The annual recurring costs as reflected in the contract between the parties totals \$18,000.00. In accordance with the terms and conditions discussed above The Destek Group, Inc., **demands the sum of \$9,000.00** in liquidated damages due to the termination of the agreement between the parties by the Tilton School.

Should you desire to settle this matter prior to the initiation of litigation please contact this office at your earliest convenience.

Respectfully,

Colin Jean

cc. Brian Susnock, The Destek Group, Inc.  
Encls.

Ms. Elizabeth A. Sheehan  
Director of Finance & Operations  
Tilton School  
30 School Street  
Tilton, NH 03276

By First Class Mail &  
Certified Delivery #:  
0006215000035914 9611

RE: **Contractual Obligation for School Year 2007-2008**

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As reflected in Paragraph 3 of the Agreement between the parties the term of the contract could be automatically extended for up to two (2) successive one (1) year terms. Clearly, the Tilton School exercised its option to renew the 2006 contract into the 2007-2008 school year when it submitted its 2007 Schools and Libraries Universal Service Description of Services Ordered and Certification Form 471. **(Please see Exhibit C appended hereto)**. Once again the Tilton School certified to the federal authorities that it had signed contracts covering the services listed. Acting in reliance upon the fact that the Tilton School acknowledged that it had a signed contract for the provision of internet services The Destek Group took the necessary steps in assuring that such services would be delivered in conformity with the contract between the parties for the 2007-2008 school year.

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As outlined in paragraph 3 of the contract between the parties wherein the term and liquidated damages are provided for it is clearly stated that: "CUSTOMER understands that there is a Termination Penalty equal to 50% of the applicable remaining fees and charges which CUSTOMER would have paid in the remainder of the contract term." Clearly, The Destek Group, Inc., is entitled to liquidated damages in accordance with these terms.

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Respectfully,

Colin Jean

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